

**REMARKS**

This Amendment and the following remarks are intended to fully respond to the Office Action mailed October 16, 2008 (hereinafter the “Office Action”). In the Office Action claims 1-2, 4-17, 19-27, 29-35, 38-41, 43-50, 52-58 and 60-61 were examined and all claims were rejected. More specifically claims 1-2, 4-17, 19-27, 29-35, 38-41, 43-46, 48-50, 52-58 and 57-58 and 60-61 are rejected under 35 U.S.C. § 102(e) as being allegedly anticipated by Swift et al. US Patent No. 7,113,994 (hereinafter referred to as “Swift”); and claims 47 and 56 were rejected under 35 USC 103(a) as being unpatentable over Swift in view of Freier et al. (The SSL Protocol Version 3.0, 18 Nov. 1996, hereinafter “Freier”). Reconsideration of these rejections, as they might apply to the original and amended claims in view of these remarks, is respectfully requested.

In this Amendment, claims 40, 43, 46, 49-50, 52-53, and 55 have been amended, claims 1-2, 4-17, 19-27, 29-35, 38-39, 41, 44-45, 51, 54, and 58-61 have been cancelled, and new claims 62-64 have been added. Thus, claims 40, 43, 46-50, 52-53, 55-57, and 62-64 remain present for examination.

**Claims Rejected Under 35 USC § 102(e) as being anticipated by Swift**

Claims 40, 43, 46, 48-50, 52-53, and 55-56 were rejected under 35 U.S.C. § 102(e) as being allegedly anticipated by Swift. Applicants respectfully traverse the § 102(e) rejections because either the Office Action has failed to state a *prima facie* case of anticipation or the current amendments to the claims now renders the Office Action’s arguments moot. Indeed, a *prima facie* case of anticipation can be met only where the reference teaches each and every aspect of the claimed invention. See MPEP §§ 706.02 & 2136. Under 35 U.S.C. § 102, a reference must show or describe each and every element claimed in order to anticipate the claims. *Verdegaal Bros. v. Union Oil Co. of California* 814 F.2d 628 (Fed. Cir. 1987) (“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference”).

The Office Action has failed to show sending a request to a trusted third-party to issue a first service ticket to the first server for the client, as recited by independent claim 40. The recited embodiment comprises a method for constraining delegation of service requests made by a first server on behalf of a client. The client is authenticated to the first server through the use

of an authentication mechanism wherein the authentication mechanism is generated using a first authentication method. The client desires to access a target service that is resident on a target server. However, the target service requires authentication using a second authentication method is different from the first authentication method. In order to access the target service for the client, the first server sends a request to a trusted third-party to issue a first service ticket to the first server for the client, wherein the first service ticket is adapted to be used with a second authentication method, and wherein the second authentication method is different from the first authentication method. Upon receiving the first service ticket, the first server is able to request a target service ticket from the trusted third party configured for use by the first server to access the target service on behalf of the client, wherein the first server provides the trusted third-party with the first service ticket when requesting the target service ticket, and wherein the target service ticket is adapted to be used with the second authentication method. Thus, access to the target server is granted because both the first service ticket and the target service ticket are adapted to be used with the second authentication method.

The Office Action has failed to show that the Swift teaches an embodiment in which a first server send[s] a request to a trusted third-party to issue a first service ticket to the first server for the client. Receiving, at the first server, the first service ticket to the first server allows the first server to access the target service that is resident on the target server by requesting a target service ticket from the trusted third party configured for use by the first server to access the target service on behalf of the client, wherein the first server provides the trusted third-party with the first service ticket when requesting the target service ticket, and wherein the target service ticket is adapted to be used with the second authentication method. Thus, the server is able to access the target service on behalf of the client even though the client was not authenticated at the first server using the same authentication mechanism as used by the target server.

Claim 40 also recites the feature specifying that the first service ticket to the first server specifies that the first service ticket is delegable through the presence of a forwardable flag in the first service ticket. The Office Action has failed to show that this is anticipated by the cited reference. Additionally, claim 40 as amended recites receiving, at the first server, an authentication mechanism for the client, wherein the authentication mechanism is generated using a first authentication method. The Office Action has failed to show that this recited feature

is taught by the cited reference. For at least the foregoing reasons, independent claim 40 is allowable over the cited reference.

For at least similar reasons, independent claim 49 is also allowable over the cited reference. Independent claim 49 recites, *inter alia*,

receiving, at the first server, an authentication mechanism for the client,  
wherein the authentication mechanism is generated using a first authentication  
method;

...  
sending a request to a trusted third-party to issue a first service ticket to  
the first server for the client, wherein the first service ticket is adapted to be used  
with a second authentication method, and wherein the second authentication  
method is different from the first authentication method;

receiving, at the first server, the first service ticket to the first server,  
wherein the first service ticket to the first server specifies that the first service  
ticket is delegable through the presence of a forwardable flag in the first service  
ticket;

requesting, by the first server, a target service ticket from the trusted third-  
party configured for use by the fist server to access the target service on behalf of  
the client, wherein the first server provides the trusted third-party with the first  
service ticket when requesting the target service ticket, and wherein the target  
service ticket is adapted to be used with the second authentication method.

For at least the foregoing reasons, independent claims 40 and 49 are allowable over Swift. All other claims, i.e., claims 43, 46-48, 50, 52-53, and 55-57 depend from one of allowable independent claims 40 and 49 and, thus, are also allowable over the cited reference. Applicants respectfully requests that the Examiner withdraw this rejection and find the claims to be a condition for allowance.

**Claims Rejected Under 35 USC § 103(a) as being unpatentable over Swift in view of Freier et al.**

Claims 47 and 56 were rejected under 35 USC 103(a) as being unpatentable over Swift in view of Freier. Claim 47 depends from independent claim 40 and claim 56 depends from claim

49. As previously noted, claims 40 and 49 are allowable over the rejection of the previous Office Action. Furthermore, the addition of the Freier reference does not compensate for the deficiencies of the Office Actions rejection of claims 40 and 49. Thus, claims 47 and 56 are allowable by virtue of their dependence from allowable claims 40 and 49. Applicants respectfully request that the Examiner withdraw this rejection and find the claims to be a condition for allowance.

**New Claims**

Applicant herein adds new claims 62-64. For at least similar reasons previously discussed with respect to claims 40 and 49, independent claim 62 is allowable over the cited references. Furthermore, independent claim 62 recites additional features not recited in claims 40 and 49 which are also allowable over the Office Action's rejection. Applicants respectfully request that the Examiner issue a notice of allowance for these claims.

**CONCLUSION:**

This Amendment fully responds to the Office Action mailed on October 16, 2008. Still, that Office Action may contain arguments and rejections that are not directly addressed by this Amendment due to the fact that they are rendered moot in light of the preceding arguments in favor of patentability. Hence, failure of this Amendment to directly address an argument raised in the Office Action should not be taken as an indication that the Applicants believe the argument has merit. Furthermore, the claims of the present application may include other elements, not discussed in this Amendment, which are not shown, taught, or otherwise suggested by the art of record. Accordingly, the preceding arguments in favor of patentability are advanced without prejudice to other bases of patentability.

It is believed that no further fees are due with this Response. However, the Commissioner is hereby authorized to charge any deficiencies or credit any overpayment with respect to this patent application to deposit account number 13-2725.

In light of the above remarks and amendments, it is believed that the application is now in condition for allowance, and such action is respectfully requested. Should any additional

issues need to be resolved, the Examiner is respectfully requested to telephone the undersigned to attempt to resolve those issues.

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